

CITY OF HEMPSTEAD, TEXAS	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
and	§	
	§	
CITIZENS AGAINST THE LANDFILL	§	WALLER COUNTY, TEXAS
IN HEMPSTEAD	§	
	§	
v.	§	
	§	
WALLER COUNTY, TEXAS, ET. AL.	§	
Defendants.	§	506 TH JUDICIAL DISTRICT

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

The above-numbered and styled cause of action having been compromised and settled, the Parties now enter into the following Compromise Settlement Agreement and Release:

**I.
DEFINITIONS**

As used in this Settlement Agreement and Release, the following terms will have the following meanings:

1. "Parties" shall include City of Hempstead ("Hempstead"), Citizens Against the Landfill in Hempstead ("CALH"), Pintail Landfill, L.L.C. ("Pintail") and Waller County, Texas ("Waller County") including their officers, agents and attorneys and past and present elected officials of the City of Hempstead and Waller County in their official capacities.
2. "Lawsuit" shall mean the case styled *City of Hempstead, Texas, et al v. Waller County, Texas et al*; Cause No. 13-03-21872 in the 506th Judicial District Court of Waller County, Texas.

3. "Claims" shall mean any claims, debts, demands, actions, causes of action, suits, sums of money, contracts, agreements, judgments and liability whatsoever, both in law and in equity, which relate to this Lawsuit and shall include, without limitation, any claims that any of the Parties has or may hereafter have against any of the other Parties, for or by reason of any matter, cause or thing whatsoever occurring prior to the date of this Settlement Agreement and Release, whether known or unknown, suspected or unsuspected, arising out of or in any way connected with the Host Agreement between Waller County and Pintail, Waller County Ordinance No. 2013-001 and/or any causes of action asserted in this Lawsuit by Hempstead and/or CALH and Pintail's counterclaim seeking a declaration that Waller County Ordinance No. 2013-001 is valid and effective; including, but not limited to, claims between Pintail and Waller County related to indemnification, reimbursement and/or breach under the Host Agreement but shall not include any claim, defense, or assertion, whether one or more, that has been or may in the future be raised in any forum, regarding the validity of Waller County Ordinance No. 2011-001 and/or its applicability to (a) Texas Commission on Environmental Quality MSW Registration No. 40259 (Pintail Landfill Transfer Station), (b) Texas Commission on Environmental Quality MSW Permit Application No. 2377 (Pintail Landfill), and/or (c) all or any part of the 410.37 acre facility site described in such Registration and Permit applications. "Claims" shall not include any claim, both in law and equity, that may be brought arising out of the breach by any of the Parties of this Compromise Settlement Agreement and Release.

II. RELEASE

For and in consideration of the following terms and upon entry of judgment in the Lawsuit in the form of the attached proposed Joint Agreed Final Judgment, the Parties do hereby

fully and completely compromise, settle, remise, release and forever discharge each other of and from all Claims:

- a. Each of the Parties agrees to execute the attached Joint Agreed Motion for Entry of Final Judgment and the attached proposed Joint Agreed Final Judgment;
- b. The award of attorneys' fees within the Joint Agreed Final Judgment in favor of CALH and against Waller County in the amount of \$325,000 will be paid in full within 60 days of entry of the judgment. If no paid in full within this timeframe, the total amount of the judgment rendered will bear interest at a rate of five percent (5%) per annum from the date of the judgment until paid in full;
- c. The award of attorneys' fees within the Joint Agreed Final Judgment in favor of Hempstead and against Waller County in the amount of \$245,000 will be paid in full within 60 days of entry of the judgment. If not paid in full within this timeframe, the total amount of the judgment rendered will bear interest at a rate of Five Percent (5%) per annum from the date of the judgment until paid in full; and
- d. Waller County agrees that it will not exercise any authority pursuant to the Texas Health and Safety Code concerning disposal of solid waste within the City of Hempstead's extraterritorial jurisdiction unless and until (a) requested by the City of Hempstead for assistance from Waller County and (b) approved by the Waller County Commissioners Court.

This Release specifically excludes, and expressly preserves, any claims, defenses, assertions, or causes of action related to or arising out of Waller County Ordinance No. 2011-001.

Therefore, for the aforesaid consideration, each of the Parties hereby agree on behalf of itself and its assigns, never again to bring suit in any court against any of the other Parties with respect to any Claims. The Parties agree to the attached Agreed Joint Motion for Entry of Agreed Final Judgment and to the attached proposed Joint Agreed Final Judgment in the Lawsuit Upon entry of judgment in the Lawsuit in the form of the attached proposed Joint Agreed Final Judgment, each of the Parties agree to irrevocably waive any and all rights to appeal any issue related to a Claim.

III.

REPRESENTATIONS AND WARRANTIES

1. The Parties warrant that they are aware of no Claim by or on behalf of any of the Parties against any of the other Parties that is not being released by this document, except as specifically reserved or excepted herein.
2. Each of the Parties represents that it is the sole owner of each Claim being released by it herein, and that it has not transferred, assigned, subrogated or otherwise encumbered said Claims or any part thereof, including attorney fees to be paid to its lawyers awarded in this Lawsuit.
3. Each of the Parties represent and warrant that it has made a full and complete investigation, aided by its attorneys, of the circumstances surrounding the Lawsuit and this Compromise Settlement Agreement and Release.
4. Each of the Parties agree that it fully assumes the risk that the facts or law applicable to this case may be otherwise than they believe or may materially change at some point in the future. It is the intent of the Parties to release every Claim associated with the Host Agreement between Waller County and Pintail and Waller County Ordinance No. 2013-001, whether those Claims are known at the present time or not.
5. Each of the Parties further states that it understands this to be a full, final and complete settlement with all of the other Parties of every Claim and one which cannot be reopened , absent a breach of this Compromise Settlement Agreement and Release.
6. In making this agreement, settlement and compromise, each of the Parties warrants that it has not relied upon any statements or representations pertaining to this matter made by any of the other Parties or by any person or persons representing any of the other Parties, other than as set forth in this agreement.

7. Each of the Parties further states that it has carefully read this Compromise Settlement Agreement and Release, completely understand the contents thereof, that it conferred fully with its attorneys concerning the contents and legal consequences of this Compromise Settlement Agreement and Release, and it executed this Compromise Settlement Agreement and Release of its own free will.

**IV.
PROVISIONS NOT SEVERABLE**

The provisions of this Compromise Settlement Agreement and Release are not severable. If any portion of this Compromise Settlement Agreement and Release should be held by any court of competent jurisdiction to be invalid or unenforceable, or is set aside for any reason, this entire Compromise Settlement Agreement and Release shall be void and of no force and effect.

**V.
CHOICE OF LAW**

Each of the Parties represent and agree that the terms of this Compromise Settlement Agreement and Release are to be governed by and construed in accordance with the laws of the State of Texas in all respects, including matters of construction, interpretation, enforcement and validity. Venue of any litigation concerning this Release shall be in Waller County, Texas.

**VI.
Authority**

1. Each of the Parties represent and warrant that each individual signing this agreement on their behalf have complete and full authority to act on its behalf and has the authority to bind it regarding all of the provisions of this Agreement.
2. This Compromise Settlement Agreement and Release contains the entire agreement between the Parties hereto, and the terms of this Compromise Settlement Agreement and Release are contractual and not mere recitals.

WITNESS MY HAND this 18 day of February, 2015.

William Huntsinger, Jr.

William Huntsinger, Jr.
President, Citizens Against the Landfill in Hempstead

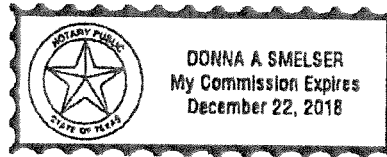
STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM HUNTSINGER, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has read the foregoing and fully understands it to be a complete release of all claims as described therein and that he executed same on behalf of the Citizens Against the Landfill in Hempstead for the purposes and consideration expressed therein.


GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of February 2015.

Donna A Smelser

Notary Public in and for
the State of Texas



WITNESS MY HAND this 19 day of February, 2015.

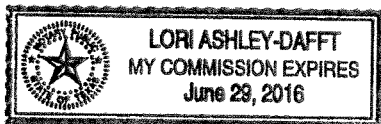

Arthur L. Pertile, III
City Attorney, City of Hempstead

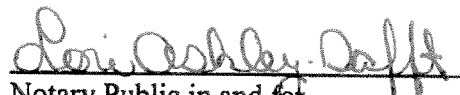
STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared ARTHUR L. PERTILE, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has read the foregoing and fully understands it to be a complete release of all claims as described therein and that he executed same on behalf of the City of Hempstead for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of February, 2015.




Notary Public in and for
the State of Texas

WITNESS MY HAND this 19th day of February, 2015.

Ernest C. Kaufmann, II
Ernest Carl Kaufmann, II
President, Green Group Holdings LLC

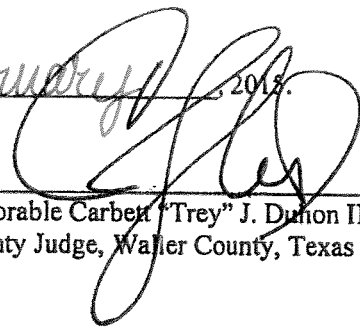
STATE OF GEORGIA §
COUNTY OF CHADWEE §

BEFORE ME, the undersigned authority, on this day personally appeared ERNEST CARL KAUFMANN, II, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has read the foregoing and fully understands it to be a complete release of all claims as described therein and that he executed same on behalf of Pintail Landfill, LLC as President of Green Group Holdings LLC, Manager of Pintail Landfill, LLC for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of FEBRUARY 2015.

[Signature]
Notary Public in and for
the State of Georgia

WITNESS MY HAND this 20th day of February, 2015.

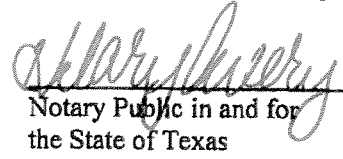


Honorable Carbett "Trey" J. Duhan III
County Judge, Waller County, Texas

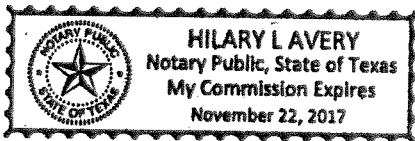
STATE OF TEXAS §
COUNTY OF Waller §

BEFORE ME, the undersigned authority, on this day personally CARBETT "TREY" J. DUHON III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has read the foregoing and fully understands it to be a complete release of all claims as described therein and that he executed same on behalf of Waller County, Texas for the purposes and consideration expressed therein.


GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2015.



Notary Public in and for
the State of Texas



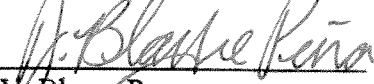
AGREED AS TO FORM:


Arthur L. Pertile III *Cory Ouslander*
Texas Bar No. 15815200 *24060269*

Olson & Olson, L.L.P.
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019
(713) 533-3800 Phone
(713) 533-3888 Fax

ATTORNEY FOR PLAINTIFF
CITY OF HEMPSTEAD


AGREED AS TO FORM:


V. Blayre Pena
Texas Bar No. 24050372

Hance Scarborough, LLP
400 W 15th #950
Austin, Texas 78701
Facsimile (512) 482-6891

ATTORNEY FOR PLAINTIFF-
INTERVENOR CITIZENS AGAINST THE
LANDFILL IN HEMPSTEAD


AGREED AS TO FORM:


James P. Allison *J. Eric Magee*
Texas State Bar No. 01090000 *24002585*

ALLISON, BASS & MAGEE, LLP
A.O. Watson House
402 W. 12th Street
Austin, Texas 78701
Telephone: 512.482.0701
Telecopier: 512.480.0902

ATTORNEY FOR DEFENDANT
WALLER COUNTY, TEXAS

AGREED AS TO FORM:


Brent W. Ryan
Texas State Bar No. 17469475

McElroy, Sullivan, Miller, Weber &
Olmstead, L.L.P.
P.O. Box 12127
Austin, Texas 78711
Facsimile (512) 327-6566

ATTORNEY FOR DEFENDANT
PINTAIL LANDFILL, LLC